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U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION  
SAN FRANCISCO DISTRICT  
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909 FIRST AVENUE, SUITE 400  
SEATTLE, WA 98104

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF OREGON

EQUAL EMPLOYMENT OPPORTUNITY )  
COMMISSION, )  
Plaintiff, )  
and ) CASE NO. CV01-1136-PK  
OFELIA CORTINAS and BARBARA )  
GAMEZ, ) CONSENT DECREE AND ORDER  
Intervenors, ) [PROPOSED]  
v. )  
QWEST COMMUNICATIONS )  
CORPORATION and )  
US WEST COMMUNICATIONS, Inc., )  
Defendants )

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**I. INTRODUCTION**

1. This action originated with charges of employment discrimination filed with

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EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

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the Equal Employment Opportunity Commission ("the Commission") on July 15, 1999 and on July 22, 1999 by Ofelia Cortinas and Barbara Gamez, respectively ("Charges"). The Charges alleged that Qwest Communications Corp. and US West Communications, Inc., ("the Company") discriminated against Ms. Cortinas and Ms. Gamez on the basis of their national origin, Hispanic, and a class of similarly situated Hispanics in violation of Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e ("Title VII"). The Company denies that it discriminated against Ms. Cortinas, Ms. Gamez or any other employee in any manner.

2. Following the issuance of Letters of Determination and the failure of conciliation efforts, on July 24, 2001, the Commission filed a lawsuit under Title VII against the Company ("Lawsuit"). Thereafter Ms. Cortinas and Ms. Gamez intervened in the Lawsuit through their own private legal counsel and filed their own complaint alleging individual and class claims similar to the claims asserted in the Commission's Lawsuit. Subsequently, Ms. Cortinas and Ms. Gamez, referred to as Plaintiff-Intervenors in the Lawsuit, voluntarily dismissed their class action allegations with prejudice.

3. The Commission, the Plaintiff-Intervenors and the Company want to conclude the claims arising out of the charges and in the Lawsuit without expending further resources in contested litigation. The Company also wants to conclude this Lawsuit without any admission of wrongdoing.

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**II. NONADMISSION OF LIABILITY AND  
NONDETERMINATION BY THE COURT**

4. This Consent Decree is not an adjudication or finding on the merits of this case. This Consent Decree shall not be construed as an admission by the Company of any liability, wrongdoing, or violation of any law and shall not be admissible in any subsequent litigation, except in proceedings to enforce this Consent Decree.

**III. SETTLEMENT SCOPE**

5. This Consent Decree is the final and complete resolution of all allegations of unlawful employment practices included in the Charges, in the Commission's Letters of Determination and in the Commission's Lawsuit, including all individual and all pattern and practice claims, as well as claims by the parties and/or class members for attorney fees and costs. The injunctive relief provisions of this Consent Decree apply only to the Company's facilities in Portland, Oregon and is final and binding as to all such issues and claims. This Consent Decree is contingent upon entry of an Order approving this Consent Decree.

**IV. MONETARY RELIEF**

6. In release for, and in settlement and satisfaction of, all claims for monetary relief which were or could have been asserted in the Lawsuit by any individual and/or class members, the Company agrees to pay Four Hundred Thousand Dollars and No Cents (\$400,000) to the class members. The Company's obligations under this Consent

Decree to pay monetary relief is contingent upon the Company receiving signed Release Agreements from the class members that have not been revoked. The allocation of the settlement proceeds shall be divided as follows among the class members: \$320,000 to Ofelia Cortinas, Barbara Gamez, Irene Perez and Cindy Gutierrez; and \$80,000 to the remaining four class members that the Commission solely represents.

- a. Class members and the company may enter into a private release agreement to which the EEOC is not a party.
- b. Upon receipt by the Company of the signed release agreements, the Company shall within sixty (60) days issue checks in amounts to be specified by plaintiff-intervenors and/or the Commission, along with the appropriate tax withholding form to each. The checks for Ofelia Cortinas, Barbara Gamez, Irene Perez and Cindy Gutierrez shall be mailed by overnight mail to their attorney, Richard Kasson. The checks for each class member covered by EEOC's class shall be sent by overnight mail directly to each class member at the address listed on their release agreements.
- c. Within 5 days of mailing the checks, the Company will verify the mailing of the checks to EEOC's class members by providing to the EEOC copies of the checks.

## **V. INJUNCTIVE RELIEF**

### **A. General Provisions**

7. The Company reaffirms its anti-discrimination policy prohibiting discrimination on the basis of race, sex, national origin, color, religion, age, and disability.
8. The Company reaffirms its commitment to comply with the requirements of Title VII and all other federal laws against discrimination in its employment decisions by monitoring its affirmative obligations under this Consent Decree.
9. The Company shall not retaliate against any current or former employee for making a charge or for testifying, assisting, or participating in any investigation, proceeding, or hearing associated with this Lawsuit.
10. The parties have agreed to provide a negotiated employment reference for any individual entitled to receive relief under this Decree, if so requested. The Company shall not refer to Ms. Cortinas' or Ms. Gamez's charges of discrimination or any class member's participation in this lawsuit in any communications with potential employers.

### **B. Training**

11. Within twelve (12) months after entry of this Consent Decree, the Company agrees to provide training to all Company hiring managers in Portland, Oregon on what selection criteria (objective and subjective) may lawfully be considered

in making selections for vacancies in entry-level management positions in Portland, Oregon. The training will include practical guidance on how to make selection decisions consistent with the laws enforced by the Commission.

The Company also agrees to continue its annual employment discrimination training, including training on ethnic origin discrimination, for managers and employees in the Company's Oregon locations covered by this Consent Decree.

**D. Reporting**

12. Thirteen (13) months after entry of this Consent Decree and within twelve (12) months thereafter, the Company shall provide a report to the Commission acknowledging that it provided the training required by ¶ 11 above.

**VI. ENFORCEMENT**

13. The United States District Court for the District of Oregon shall retain jurisdiction over this matter for the duration of the Consent Decree. If the Commission concludes that the Company has breached any of the above provisions, it shall promptly notify the Company providing a written statement of the alleged breach. The parties shall attempt to resolve the dispute for a period not to exceed thirty (30) days after the Commission's notification of the alleged breach. If the Commission is unable to resolve the dispute to its satisfaction, the Commission may bring an action to enforce this Decree.

## **VII. TERMINATION OF DECREE**

14. This Consent Decree shall be in effect for two (2) years commencing with the date the Consent Decree is entered by the Court. If the Commission petitions the Court and the Court finds the Company to have violated the terms of the Consent Decree, the Court may extend the period of the Consent Decree and award the Commission its costs in bringing an enforcement action.

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DATED this 27<sup>th</sup> day of March, 2006.

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Dated: March 27, 2006

PERKINS COIE LLP  
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David P.R. Symes, OSB No. 96135

Attorneys for Defendant

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